SERVICE AGREEMENT

TERMS AND CONDITIONS

Effective: October 1, 2026

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1. Scope & Definitions

These Terms and Conditions are essential and integrated by this reference into the terms of the signed Service Agreement between VirtualHOA.com and Association and shall be interpreted in conjunction with the Agreement. Any inconsistencies between these Terms and Conditions and the Service Agreement shall be resolved in favor of the Service Agreement. The Service Agreement and these Terms and Conditions are collectively referred to herein as the "Agreement."

For the purposes of these Terms and Conditions, the definitions of terms utilized herein can be found in the signed Service Agreement. The parties agree that these definitions are binding and applicable to the interpretation and execution of the Service Agreement and these Terms and Conditions. If a term is not defined in the Service Agreement, it has its ordinary meaning or the meaning given in these Terms and Conditions.

2. Duties of Association

a. Transition of Management Services to Agent

i. Association, acting through its Board, will provide Agent with the following documents and information at least thirty (30) days before the Agreement commencement date, to the extent available to Association or reasonably obtainable by Association:

- Evidence of current corporate good standing, tax identification information, and any applicable state registration records.
- Owner directory for all units, including each owner's full name, unit address, mailing address, phone number, email address, and current monthly assessment amount, if available.
- Association governing documents, including Articles of Incorporation, Covenants, Conditions and Restrictions, Bylaws, and Rules and Regulations.
- Financial records for the prior twelve (12) months, including balance sheets, income statements with year-to-date values, detailed A/R aging reports, owner prepaid reports, detailed A/P aging reports, bank statements, bank reconciliations, month-to-date general ledgers, year-to-date general ledgers, year-to-date vendor payment amounts, invoice copies for paid bills, outstanding checks, and bills shown on the A/P aging report.
- Reserve expense records for the prior three (3) years.
- Current budget and annual disclosures.
- Prior year tax return.
- Active insurance policies.
- Preferred vendor list and utility account roster.
- Utility meter readings handled by a third party, if applicable.

- Board minutes authorizing the hiring of Agent.

ii. Association is responsible for requesting, coordinating, and ensuring timely delivery of transition records from any prior management company, vendor, accountant, bank, or other third party.

iii. Agent may delay onboarding, owner billing, financial reporting, collections, or other affected services until complete and accurate records are received.

b. Ongoing Board Responsibilities

i. **Governance, Authority, and Compliance.** Association, acting through its Board, remains responsible for all governance decisions, statutory compliance, fiduciary decisions, required meetings, Board votes, delegations, and approvals required by law, the Association's governing documents, or applicable Association rules. Association acknowledges that Agent provides administrative and management-support services in reliance on the Board's decisions, approvals, instructions, and authorizations.

ii. **Policies, Standards, and Professional Advice.** Association, acting through its Board, is responsible for adopting, maintaining, and providing Agent with all policies, rules, schedules, resolutions, collection policies, architectural guidelines, enforcement procedures, fee schedules, and other standards required for Agent to perform services. Association is also responsible for obtaining advice from legal counsel, tax professionals, insurance professionals, engineers, contractors, reserve specialists, or other qualified professionals when required or appropriate, including advice regarding legal compliance, tax filings, insurance coverage, construction matters, reserve funding, engineering issues, or other professional determinations.

iii. **Records, Information, and Portal Updates.** Association, acting through its Board, is responsible for the accuracy, completeness, and legal sufficiency of all records, instructions, authorizations, owner information, assessment data, vendor information, governing documents, policies, minutes, disclosures, and other materials provided to Agent. Association is also responsible for updating non-financial Association documents and calendar information through the online portal.

iv. **Timely Instructions, Approvals, and Funding.** Association, acting through its Board, shall provide timely Board decisions, approvals, instructions, and authorizations as reasonably necessary for Agent to perform services under this Agreement. Association shall also maintain sufficient funds in its operating account to cover Agent fees, authorized charges, approved vendor invoices, and other Association obligations payable under this Agreement.

v. **Board Determinations on Charges, Enforcement, and Maintenance.** Association, acting through its Board, is responsible for determining whether any owner charge, fine, reimbursement, assessment, special assessment, compliance charge, collection action, architectural decision, violation decision,

or maintenance expenditure is authorized by law, the governing documents, the Association's policies, and any required Board action.

vi. **Meetings and Elections.** Association, acting through its Board, is responsible for scheduling, noticing, conducting, managing, and documenting all Board meetings and member meetings, including any required agendas, minutes, parliamentary procedures, governance determinations, member notices, ballots, proxies, election materials, and related meeting records, unless separately agreed in writing.

vii. **Disclosures, Filings, and Compliance Documents.** Association, acting through its Board, is responsible for preparing, approving, maintaining, and timely delivering all annual disclosure packages, reserve studies, election materials, corporate filings, state registrations, tax returns, legal notices requiring attorney review, and other governance or statutory compliance documents required by law, the governing documents, or Association policy, unless separately agreed in writing.

viii. **Insurance.** Association shall remain solely responsible for obtaining and approving all insurance coverage, carriers, policy terms, limits, endorsements, premiums, and renewals. Agent shall not be responsible for bidding, procuring, recommending, renewing, maintaining, evaluating, monitoring, or advising on Association insurance coverage. Agent's payment of any insurance invoice shall not create any insurance-related duty beyond processing payment from Association funds upon required approval.

ix. **Cooperation Required for Agent Performance.** Association acknowledges that Agent's ability to perform services under this Agreement depends on Association's timely provision of complete and accurate records, approvals, instructions, authorizations, funds, policies, required professional advice, and other information reasonably necessary for Agent to perform services.

3. Duties of Agent

Agent shall render services and perform duties as follows:

a. Architectural Review & Compliance

i. Process Architectural Applications by:

- Accepting digital architectural applications via an online portal.
- Corresponding with applicants and Association to facilitate prompt response on applications.
- Tracking the application status from initial submission to project completion.
- Maintaining a status record of all Association architectural applications.
- Escalating architectural applications to the Board for approval once Agent verifies that all requirements are met. Each application must

be approved or declined in the online portal by one (1) Board member after the Board has reviewed the application and delegated portal decision authority to that Board member.

- Sending approval or denial letters to the owner.

ii. Association agrees to pay Agent the Exhibit 1 fee for each architectural review application approved by the Board. This fee will be charged for each individual application, regardless of the number of items included in the application.

b. Assessment Collection

i. Collect and deposit assessments in a separate custodial bank account at a bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Reserve bank accounts may also be established and maintained by Association, for which Agent shall not have signature authority.

ii. Collect, receive, request, and demand any assessments or charges that are or become due to Association. Agent shall provide owners with payment methods, including one-time card or ACH payment, ACH autopay, and check mailing. Agent shall provide the Board with a monthly statement of all delinquent accounts. Agent shall not add third-party charges, including water meter company, utility provider, or vendor fees, to homeowner ledgers. All third-party charges must be billed directly to homeowners by the applicable third party. Agent shall only post charges to homeowner accounts that originate directly from Agent's services or fees authorized under this Agreement, including assessments, late fees, or violation charges. Processing special assessments shall be charged to Association as provided in Exhibit 1.

iii. Agent will send monthly account statements to owners with a current or upcoming balance who are not in third-party collections and who do not have autopay enabled. Agent will also send a collections warning notice to owners who are late in paying assessments, giving the owner thirty (30) days to pay before the account may be referred to third-party collections.

iv. Agent may, in its discretion and in accordance with the Association's collection policy, engage a licensed third-party collection agency to pursue delinquent accounts; however, Agent will not refer an account to third-party collections unless the required warning notice has been sent, the thirty (30) day notice period has expired, the account is at least forty-five (45) days past the applicable assessment due date, and the account meets the Board-determined minimum balance threshold. Collection agency fees will be charged to the delinquent account as provided in Exhibit 1. Agent is authorized to exercise the Association's authority to collect delinquent assessments under the Association's Covenants, Conditions & Restrictions (CC&Rs). Agent will also charge the owner a collections administration fee as provided in Exhibit 1. Any unpaid or unrecoverable collections, lien, or foreclosure fees charged by a

third-party collection agency may be charged to the Association if not paid by the defaulting owner at foreclosure.

c. Bill Payments

i. Disburse regularly and punctually all sums due and payable by the Association, including but not limited to services, materials, labor, and utilities. Association authorizes Agent to automatically pay the following charges from the Association's operating account without prior approval:
   - Agent Fees (Monthly Fee and other Service Charges);
   - Mailing Service Charges (per Exhibit 1);
   - Taxes and prepaid taxes, as specified in writing by the Association's CPA and approved by the Board through execution or approval of the applicable tax return or filing.

ii. For all disbursements not authorized to be automatically paid by Agent, Agent shall receive Board approval prior to processing, as follows:
   - Operating bills must be approved by one (1) Board member.
   - Reserve bills must be approved by two (2) Board members.

iii. Payment processing and delivery is charged to Association per Exhibit 1.

d. Budget

i. Assist the Board and/or accountant in the preparation of the annual operating budget, as required by law, setting forth an itemized statement of anticipated receipts, disbursements, and reserves for the new fiscal year. Association shall be responsible for providing all annual policy disclosure content and any related disclosure packet materials required by law or the governing documents. Agent's duties do not include preparing or producing annual disclosure packets.

ii. The adopted budget shall serve as a supporting document for the schedule of adopted monthly assessments proposed for the new fiscal year and shall constitute the major financial control under which the annual business of Association shall operate.

iii. Budget preparation services as described above are not included for any Association whose Agreement commencement date occurs within four (4) months of the Association's fiscal year-end, unless separately agreed in writing.

e. Communication

i. Provide Association, owners, and vendors with communication methods to contact Agent by phone, online chat, and email. Phone calls shall be charged as provided in Exhibit 1.

ii. Inform all Association members of rules, regulations, and notices as may be promulgated by the Board from time to time.

iii. Deliver required notices by mail or email, as applicable, in accordance with each owner's communication preference and applicable law or Association

rules. Email notices are processed at no charge; mailed notices are sent through the U.S. Postal Service using a third-party mailing service and charged as provided in Exhibit 1.

f. Escrow and Ownership Transfers

i. Process escrow, title, and ownership transfers for units within the Association. This authority includes coordinating with escrow agents, title companies, buyers, sellers, owners, and other transfer parties; providing Association records, ledgers, payoff information, resale documents, and other customary transfer-related documents; and updating Association owner records upon completion of the transfer.

ii. Charge, collect, and retain escrow, title transfer, resale, document, processing, convenience, or similar fees for these services, including through escrow or directly from the buyer, seller, owner, or other responsible transfer party. These fees are Agent compensation, not Association funds, and Association will not be charged for these services. Fees shall comply with applicable law and will be disclosed to the applicable transfer parties during the escrow request process.

iii. Notify Board of all owner sales and title transfers.

g. Financial Statements & Reconciliations

i. Provide reconciled monthly financial statements to the Association on an accrual basis for the prior month. The monthly financial statements shall include the following reports:

- Fund Balance Sheet
- Operating Income Statement
- Operating Budget Tracking
- Reserve Income Statement
- 12-Month Income Statement
- Prepaid Expense Schedule
- Aged Receivables
- Prepaid Receivables
- Aged Payables
- Check Register
- Journal Entry Register
- General Ledger
- Financial Institution Statement Reconciliations
    - See Exhibit 1 for included financial institutions and fees for all others.
- Copies of Bank Statements and Paid Vendor Bills
    - Bank Statements & Vendor Bill Copies are not included in the financial packets distributed to the membership due to

security/privacy concerns, but are available separately to the Board in the online portal.

ii. Produce monthly financial statements by the 30th day of the following month, subject to bank statement availability and completion of reconciliations.

h. Insurance Claims

i. Reconcile Association insurance claim accounting. The Board shall file the initial insurance claim with their respective insurance agent. Agent's reconciliation services will commence only after the Board has submitted the initial claim. Insurance claim tracking and reconciliation shall be charged in accordance with the pricing set forth in Exhibit 1.

i. Maintenance Coordination

i. Process maintenance service requests by:

- Taking in maintenance requests from residents via:
    a. 24/7 phone support line
    b. Online portal
- Escalating all non-emergency service requests to Board for approval. Each service request must be approved or declined in the online portal by one (1) Board member.
- For approved service requests, hiring and discharging all vendors, contractors, and employees required to complete the service request.

ii. **Emergency Repair Requests.** Emergency repair requests must be made by phone through Agent's 24/7 phone support line. Emergency repair requests submitted through the online portal may be treated as regular maintenance requests and may not be handled through Agent's emergency repair process. If emergency repairs are required to prevent manifest danger to life or property, are immediately necessary for the preservation and safety of any person, or are required to avoid the suspension of any necessary service to the property, Agent will follow the emergency repair process below:

- **Approved vendor authority.** Agent may, without prior Board approval, secure emergency work from vendors previously approved by the Board for the applicable type of work.
- **If no approved vendor is available or responsive.** If no Board-approved vendor exists for the required work, or if the approved vendor does not respond to Agent's emergency work request, Agent will not independently hire another vendor. Instead, Agent will call Board members by phone until one Board member answers and provides further instructions. If no Board-approved vendor is available or responsive and no Board member answers Agent's phone calls, Agent will not initiate emergency work. Instead, Agent

will instruct the owner who reported the emergency to hire a vendor directly to perform the work.

- **Billing and owner chargeback notice.** Agent will inform the reporting owner that the vendor cost will be billed back to the Association. Agent will also inform the owner that the Association may charge the owner back for the cost if the repair is later determined to be the owner's responsibility under the governing documents, applicable law, or the Association's policies.
- **Limitation on Agent responsibility.** Association acknowledges that, in the circumstances described above, emergency work will not be initiated by Agent, and Agent shall not be responsible for performing such work or for any damage, loss, cost, injury, claim, or consequence arising from or relating to the lack of emergency work, except to the extent caused by Agent's gross negligence or willful misconduct.

iii. Association agrees to pay Agent the applicable Exhibit 1 fee for each service request. Regular service requests approved by the Board are charged at the Exhibit 1 rate for approved regular service requests. Emergency service requests are charged separately at the Exhibit 1 rate applicable to emergency service requests. Each fee applies to each individual service request, regardless of the number of tasks or services required to complete the service request.

j. Onboarding

i. Import financial and owner information from Association or prior management company into Agent's database. Financial information is imported with fiscal year-to-date figures. Owner information beyond the name of the legal owner of each unit may not be imported. Agent makes no warranty as to the accuracy or completeness of the owner information imported from Association or the prior management company. Owners are required to submit updated contact and household information to Agent upon the Agreement start date.

k. Payroll Processing for Association Employees

i. Process payroll for Association employees, if applicable, by:

- Processing payroll
- Managing timecards
- Paying employees
- Filing payroll taxes

ii. Association shall use Agent's preferred payroll processor software.

iii. Association agrees to pay Agent the Exhibit 1 fee per Association employee per month. This fee will be billed on the 1st day of each month and will be based on the number of Association employees on the payroll as of the 1st day of the month.

l. Records

i. Maintain a system of digital office records and accounts. The accounts and records kept by Agent shall, at all times, be the Association's property. All documents stored by Agent shall be digital records. Agent will not store physical records.
ii. Maintain an updated Board roster and bank signature cards.
iii. Maintain a current list of all owners and shall make such record changes as are appropriate in connection with transfer of unit ownership.

m. Taxes

i. Cooperate with and assist Association, its treasurer, bookkeeper, and independent certified accountants, in the preparation, execution, and filing on behalf of Association, of all forms, reports, annual financial audit or reviews, and tax returns or filings required by applicable law.
ii. Issue IRS 1099 Forms each January to eligible vendors. Agent will process 1099 forms only if the Agreement remains in effect for the entire month of January.

n. Violation Enforcement

i. Process violation enforcement by:
- Accepting all violation concerns submitted from Board or any owner.
- Communicating to owner to facilitate prompt violation resolution.
- Escalating violations according to the Association's specific instructions.
- Inputting approved violation charges to unit found responsible per Association decision and instructions.
- Maintaining a record of all violations for the Association.

ii. Association agrees to pay Agent the Exhibit 1 fee for each violation approved by the Board. This fee will be charged regardless of whether the violation is resolved or not.

4. Personnel and Authority

a. **Agent Acts on Association's Behalf.** All acts done by Agent under this Agreement shall be done as agent of Association, and all obligations or expenses incurred thereunder shall be for the account, on behalf of, and at the expense of Association. Any payments to be made by Agent hereunder shall be made from such sums as are available in the Association's accounts or as may be provided by the Association.
b. **No Duty to Advance Funds.** Agent shall not be obligated to make any advances to or for the Association's account nor to pay any sum, except from Association funds. Agent shall not be required to advance funds or personally guarantee any Association obligation.

c. **Personnel and Staffing.** Agent shall employ such managerial, clerical, and bookkeeping personnel as are, in Agent's judgment, necessary for the efficient discharge of its duties hereunder. Compensation for the services of such employees is Agent's responsibility.
d. **Reliance on Board Authorization.** Agent may rely on any Board approval, decision, or authorization submitted through the online portal or by email as having been duly authorized by the Association. Such action is deemed confirmation that the Association has complied with its governing documents, applicable rules, required meetings, Board votes, delegations, and other authorizations necessary to support the approval, decision, or authorization.

5. Indemnity and Standard of Liability

a. **Indemnity.** Association shall indemnify, defend, and hold harmless Agent from and against any third-party claim, demand, suit, liability, judgment, settlement, cost, or expense, including reasonable defense costs, arising out of or relating to Agent's acts or omissions in performing, or alleged to be performing, duties under this Agreement, except to the extent caused by Agent's fraud, willful misconduct, criminal misconduct, or gross negligence. This indemnity survives termination and applies to liability imposed by judgment, settlement, or otherwise.
b. **Standard of Liability.** Agent shall not be in breach of this Agreement by reason of simple negligence or error in judgment. Only conduct in express violation of this Agreement, gross negligence, or intentional misconduct shall constitute a breach of this Agreement.

6. Termination of this Agreement

a. **Notice of Termination.** If Agent is initiating the termination notice, Agent shall notify all current Board members via email addresses on file as of the termination notice date. If Board is initiating the termination notice, Board shall notify Agent via email at info@virtualhoa.com.
b. **Termination Without Cause.** Either party, in writing, without cause, may terminate this Agreement by providing written notice of termination to the other party. Association may terminate this Agreement by providing at least thirty (30) days' written notice. Agent may terminate this Agreement by providing at least sixty (60) days' written notice. The effective date of termination shall be the last day of the month at least thirty (30) days after Association's written notice, or at least sixty (60) days after Agent's written notice, as applicable.
c. **Termination Fee and Transition Services.** In the event of termination for any reason, the Association shall pay Agent a termination fee equal to one (1) Monthly Fee, as listed in Exhibit 1. This fee shall be due within thirty (30) days of the termination effective date and shall be in addition to all other Monthly Fee or other Service Charges earned. This fee covers administrative work required for transition, including:

i. Offloading Association data to the terminating party or a new management agent;
ii. Coordinating with the incoming management agent to ensure continuity of services;
iii. Producing a final financial packet, including reconciled accounts, year-to-date financials, and vendor records;
iv. Completing closing transactions, including final invoices, prorated charges, and account closures; and
v. Distributing Association funds to the new management company or Board by cashier's check. The bank may deduct any applicable cashier's check fee from the distribution.

d. **Digital Records and Archival Copies.** All digital records created or maintained by Agent for the Association shall remain the property of the Association. Upon termination, Agent will provide digital copies of such records in a commercially reasonable format within thirty (30) days, subject to payment of the Termination Fee. Agent reserves the right to retain archival copies of data solely for compliance and record-keeping purposes.
e. **Accounting Upon Termination.** Upon termination of this Agreement for any reason, the parties shall account to each other with respect to all matters outstanding as of the termination date.
f. **Bankruptcy or Insolvency of Agent.** In the event a petition in bankruptcy is filed by or against Agent, or in the event Agent shall make an assignment for the benefit of creditors or take advantage of any insolvency act, Association may immediately terminate this Agreement upon written notice.

7. Other Provisions

a. **Assignment and Delegation.** Agent may, at any time, transfer, assign, or delegate this Agreement, in whole or in part, to any other entity without the prior written consent of Association. Such transfer, assignment, or delegation shall not relieve Agent of its obligations under this Agreement. Agent shall provide the Association with written notice of any such transfer, assignment, or delegation, including the name and contact information of the new management entity.
b. **Attorney Fees and Enforcement Costs.** Should either party hereto default on this Agreement, or institute litigation to enforce this Agreement or for the breach thereof, any court judgment rendered against said defaulting party shall include the award of reasonable attorney fees and all other related costs of enforcement.
c. **Bank Vendor Service Agreements.** Agent has discretion to engage in a vendor service agreement with the Association's bank, which reimburses Agent for administrative expenses incurred by Agent in connection with providing designated services on behalf of the bank. Such Agent-incurred costs on behalf of the bank shall result in savings to the bank.

d. **Board, Committee, and Member Contact Information Disclosures.** Association acknowledges and agrees that the names, officer titles or Board positions, email addresses, and phone numbers of current Board members and Committee members will be disclosed to Association members for purposes of transparency and member access to Association leadership. Association is responsible for providing Agent with accurate Board and member contact information and for promptly notifying Agent of any Board changes. To reduce unwanted communications to personal accounts or personal phone numbers, Agent encourages Board and Committee members to establish Association-only email addresses and phone numbers for Board and Committee service. For regular Association members, only member names will be disclosed by default in any member directory or similar membership list maintained or made available by Agent, unless a member affirmatively opts in to share additional contact information, such as an email address or phone number, or unless disclosure of additional contact information is required in response to a lawful request.
e. **Common Area Scope.** The authority and duties conferred upon Agent are confined to the common areas and facilities as defined in the governing documents. Such authority and duties do not and shall not include supervision or management of individual family units on behalf of the Association.
f. **Compliance with Applicable Law.** If any part of this Agreement conflicts with federal, state, or local law that applies to the Association or the community being managed, the law will control. The conflicting part of the Agreement will be limited only as needed to comply with the law, and the rest of the Agreement will remain effective.
g. **Confidentiality and Data Security.** Each party shall maintain the confidentiality of non-public Association records, owner information, financial records, banking information, vendor tax information, portal data, login credentials, and other confidential or sensitive information received or accessed in connection with this Agreement. Agent shall use commercially reasonable administrative, technical, and organizational safeguards designed to protect confidential information maintained by Agent from unauthorized access, disclosure, alteration, or destruction. Association, acting through its Board, remains responsible for limiting access to Association records and online systems to authorized persons, maintaining the confidentiality of Board and owner login credentials, and promptly notifying Agent of any known or suspected unauthorized access, credential compromise, or security incident involving Association systems or records. Agent may disclose confidential information as reasonably necessary to perform services under this Agreement, comply with applicable law, respond to lawful requests, coordinate with Association-approved vendors or professionals, or transition records upon termination. The obligations in this subsection shall survive termination of this Agreement.
h. **Entire Agreement; Successors and Assigns.** This Agreement shall inure to the benefit of and constitute a binding obligation upon the contracting parties and their respective successors and assigns. This Agreement, the associated Service Agreement, and any addenda constitute the entire agreement between the contracting parties, and no

variance or modification shall be valid or enforceable except by supplemental agreement in writing executed by both parties, or by updates published by Agent in accordance with Section 8.

i. **Fee Disclosure and Contractor Interests.** Agent agrees not to collect or charge any undisclosed fees, rebates, or discounts. Agent shall disclose to the Board any financial interest of Agent in contractors used in providing services to Association.

j. **Past Due Amounts and Collection Costs.** Any amounts due from Association to Agent and not paid when due hereunder shall be deemed past due and shall accrue interest from the date due at a rate not to exceed ten percent (10%) per annum or the maximum rate permitted by applicable law. In the event any undisputed amount remains unpaid following written notice and is not cured within sixty (60) days thereafter, such failure shall constitute a material breach of this Agreement, and Agent may terminate this Agreement and/or declare all amounts immediately due and payable. Association shall be responsible for all reasonable costs of collection, including attorneys' fees and costs, and shall timely pay all undisputed amounts when due.

k. **Rental Management Services.** Agent may manage residential rental properties on behalf of Association members, including units within the Association. Rental management services are subject to separate agreements between Agent and the property owner(s).

l. **Special Projects and Special Charges.** Special Projects (also referred to as Special Charges) mean any work, service, or task requested by the Association that is not included in the Duties of Agent, or any other included services described in this Agreement or the associated Terms & Conditions. Such work shall be billed in accordance with the Special Projects hourly rates listed in Exhibit 1, based on the staff performing the work as determined by Agent.

8. Amendments to Terms and Conditions

a. **Amendment Notice.** Agent reserves the right to amend the Service Agreement and these Terms and Conditions from time to time. Agent will publish notice of any amendment by email to the Board and will publish updated Terms and Conditions on Agent's website at least sixty (60) days before the amendment's effective date.

b. **Continued Use as Consent.** By continuing to utilize Agent's services after the effective date of any amendment, Association shall be deemed to have consented to such amendments.

c. **Right to Terminate After Objection.** If Association objects to any amendment, Association shall have the right to terminate this Agreement pursuant to Section 6.

9. EXHIBIT 1: Service Charges

Agent Service Charges These fees are in addition to the Monthly Fee. *All charges are charged to Association, unless otherwise stated.*	
Architectural Review & Compliance	$50 per Board-approved application
Bank/Card/Financial Institution Statement Reconciliations	$0 per reconciliation for each Columbia Bank or HOA Invest statement; $50 per reconciliation for each statement per month from any other financial institution.
Bill Processing & Payment	$3 per bill payment
Collections Service Fee	Collection service fees will be charged to the delinquent owner. If those amounts cannot be collected from the owner, the Association will be responsible for the unpaid, unrecoverable third-party collection agency fees.
Insurance Claim Management	$100 per month for each insurance claim that remains open
Maintenance Coordination	$50 per Board-approved regular service request; $100 per emergency service request
Mailing & Postage Service (excluding bill payments)	Actual cost of Agent's mailing service provider, Page-Per-Page, + 25% handling markup
Payroll Processing for Association Employees	$125 per employee per month
Phone Calls	$5 per incoming phone call
Special Assessment Processing	$5 per unit per special assessment installment
Special Projects	Officers: $200 per hour; Community Specialist: $100 per hour
Termination Fee	Equal to one (1) Monthly Fee
Vendor 1099 IRS Forms	$30 per form
Violation Enforcement	$50 per Board-approved violation